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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/739,122	12/19/2000	Andrew Louis Wolf	L3472.00101	3141

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EXAMINER

RETTA, YEHDEGA

ART UNIT

PAPER NUMBER

3622

DATE MAILED: 09/19/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/739,122

Applicant(s)

ANDREW LOUIS WOLF ET AL.

Examiner

Yehdega Retta

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 July 2002.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☐ Claim(s) 1-30 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☐ Claim(s) 1-18 and 20-30 is/are rejected.
- 7) ☐ Claim(s) 19 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 4,5 6) ☐ Other: _____

DETAILED ACTION

Response to Amendment

This office action is in response to communication filed July 18, 2002. Claims 1-16 have been amended.

Response to Arguments

1. Applicant's arguments filed July 18, 2002 have been fully considered but they are not persuasive.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 1-16, 29 and 30 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
4. Claim 1 cites “ {the first coupon} capable of being subsequently registered with the host system”. The cited limitation does not limit the scope of the claimed invention since any coupon is capable of being registered.
5. Claim 1, cites “obtain a first rebate coupon from said host system for at least one property”, the coupon “being one of already registered...”. However the system as claimed does not include structure in which the first rebate coupon was stored or could be obtained from. In other words, the claim cites a system comprising of remote communication facility, a host system including a storage and computer processing, and a communication network. The data storage containing data recorded of different type and chronologies and computer processing for

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selecting and transmitting data records, however the data storage does not include registered first rebate coupon and “property” or “properties”.

6. Claims 2, 3, 6, 7, 10, 11, 13, 15, 16, and 29 cite similar limitation (coupon or/and property), therefore the rejection stated above in claim 1 applies.

7. Claim 8 cites “said database include at least one third-party remote listing inventory database”, “ said remote communications facility include at least one third-party listing inventory database system” and “...exchanging listing inventory data records between host computer system and said third part listing inventory database system”. According to the claim the database which ^{is} part of the host system includes a remote database and the remote communication facility, which is used by the seller or buyer also includes one third-party listing database system. It is not claim whether the third-party remote listing inventory database and the third party listing inventory database system is the same and whether it is located at remote location to the host and communication facility or is located at the host and also at the communication facility. In light of the specification examiner interprets the claim as the third-part remote listing database and the database system being the same and being remote to the host and communication facility. Based on the ^{of}see the rejection below.

8. Claim 13 cites “an account(s) receivable data record for the seller of a property sold to said potential buyer using said host system”. It is not clear if the account is for a “buyer” who already bought the property or is a potential buyer.

9. Claims 2-16, 29 and 30 are rejected since they are dependent on rejected claim.

Claim Objections

10. Claims 17-28 are objected to because of the following informalities: Claim 17, which is a method claim cites "a host system for signing up....". The claim should cite a step rather than a structure. Appropriate correction is required.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1-7, 10, 11, 13, 15, 16, 29 and 30 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by Raveis Jr. U.S. Patent No. 6,321,202.

1. Regarding claims 1-3, 7, 10, 11, 13, 15, 16 and 29, Raveis teaches a data storage means within the host system for maintaining databases containing a plurality of data records of different types and chronologies; computer processing within a host system for selecting data records and transmitting the selected data records to at least one remote communication facility according to selected criteria provided by one of the remote communications facility; a communication network to exchange data between the host and remote communications facility and an input-output means at the remote communication facility to enable for seller to sign up properties for inclusion as listing inventory data records in a database (see col. 9 line 65 to col. 11 line 10, line 52-67).

Claim 1, cites “obtain a first rebate coupon from said host system for at least one property”, the coupon “being one of already registered...”. However the system as claimed does not include structure in which the first rebate coupon was stored or could be obtained from. In other words, the claim cites a system comprising of remote communication facility, a host system including a storage and computer processing, and a communication network. The data storage containing data recorded of different type and chronologies and computer processing for selecting and transmitting data records, however the data storage does not include registered first rebate coupon and “property” or “properties”. Therefore the prior art, as stated bellow, teaches all structural limitation claimed by the system claim.

2. Regarding claims 2, 3 and 10, Raveis by disclosing and input means and processing means, teaches means for buyer to indicate, accepted, specify and capture.

3. Regarding claim 4, Raveis teaches provides means for seller to specify selection criteria for the data record and to display selected data records meeting the selection criteria (see col. 6 line 54 to col. 7 line 27, col. 9 line 65 to col. 10 line 63).

4. Regarding claim 5, Raveis teaches data exchange through the Internet and a web browser (see col. 5 lines 22-64).

11. Regarding claim 30, Raveis teaches seller agree to list properties...(see col. 2 lines 52-64 and col. 11 lines 11-43).

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 8-11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis as applied to claim 1 above, and further in view of Official notice.

7. Regarding claim 8, Raveis does not specifically teach exchanging listing of inventory data record between a host and a third-party listing database. Official notice is taken that is old and well known in the art of Internet to provide service to a third-party. One would be motivated to use already existing service maintained by a third-party in order to save money.

Applicant argues that using third party inventory database would not save money. Examiner disagrees. It would be cheaper to use existing database (created and maintained by a third party) rather than storing the same database in several location, since the Internet allows access of remote databases, if permission is granted.

9. Regarding claim 9, Raveis teaches receiving and storing data relating to buyers, however does not explicitly show information to form a buyer profile. Official notice is taken that is old and well known to store user profile in the art of database. It would have been obvious to one of ordinary skill in the art to use the data collected by Raveis to create user profile, since the use of profile does not require the user to enter the data again, which saves time.

8. Regarding claim 11, Raveis does not explicitly show ranking the data using pricing and demographic data prior to transmitting the data to the remote communication facilities. Official notice is taken that is old and well known in the art of real state database to rank the real estate data using pricing and demographic data. It would have been obvious to one of ordinary skill in

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the art to display a range of listings ranked by price and demographic data in order to give the prospective buyer several options to choice from.

9. Claims 13-18, 20-25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis, Jr. U.S. Patent No. 6,321,202 and further in view of "InterNest" as referenced by "Web site offers cash back on home deal" by Eric Benderoff, Company Press Release, "InterNest.com sells 100th home online" and "Busy Homebuyers shop for new homes, Internet-Style and get cash back" by Dena Amoruso.

10. Regarding claims 13-16, Raveis teaches performing real estate transaction and automatically determining commission to be paid to company and dollars to be paid to sales agents and other agencies and accounting facilitated by the system (see col. 13 line 1 to col. 14 line 7). Raveis does not explicitly teach payment by the host of a rebate to the buyer, it is disclosed in "InterNest" (see page 1 and of InterNest, Web site offers cash back on home deal). InterNest teaches the host acting as a real estate agent or brokerage and being paid by the seller and passing 1% back to the buyer. It would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's real estate transaction and InerNest's rebate to the buyer. One would be motivated to offer cash back to the buyer after buying a property instead to an agent, since all the work is done by host and the buyer.

Since Applicant's argument regarding claim 13 is the same as claim 17, refer to Examiner's response stated below, under claim 17.

11. Regarding claims 17,18 and 20-25, Raveis teaches a host system for signing up seller to pay commission to the host; obtaining a listing of inventory of property to be sold; maintaining database at the host which contain data records of different types and chronologies; users

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remotely accessing via a communication network to specify selection criteria to search the database... (see col. 5 lines 21-64, col. 9 line 65 to col. 11 line 10 and line 52-67). Raveis teaches determining commission to be paid to companies and dollars to be paid to sales agents and other agencies and accounting facilitated by the system (see col. 10 lines 9-21 and col.13 line 1 to col. 14 line 7). Raveis does not explicitly teach payment by the host of a rebate to the buyer, it is disclosed in "InterNest" (see page 1 and of InterNest, Web site offers cash back on home deal). InterNest teaches the host acting as a real estate agent or brokerage and being paid by the seller and passing 1% back to the buyer. InterNest, as disclosed by the applicant, generates and delivers a rebate coupon to remotely accessing user (see applicant's specification, page 7 lines 3-17). It would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's real estate transaction and InterNest's rebate to the buyer. One would be motivated to offer cash back to the buyer after buying a property, instead to an agent, since all the work is done by host and the buyer.

Applicant argues that the combination of Raveis and InterNest would not be obvious, therefore prima facie case of obviousness has not been made by the office action. Raveis teaches all the claimed limitation except for the rebate paid to the buyer. InterNest teaches a company (host) which is a licensed real state brokerage, paying rebate to the buyer. Since InterNest teaches the company being a licensed real estate brokerage, which does not represent the buyer, receives fee from the builder (seller) passed back bonus to the buyer, it would have been obvious to integrate InterNest's cash back into Raveis's real state database system since by excluding the real state agent and the buyer doing all the work, the company could afford to give bonus to the buyer as taught by InterNest (see page 1 par. 10-13). Buyer would also be motivated lose the

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benefit they would receive from an agent in order to get the bonus. Therefore, the motivation to exclude the agent and to pay bonus to the buyer is taught by InterNest.

12. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis, Jr. U.S. Patent No. 6,321,202 and further in view of Witek et al. U.S. Patent No. 6,253,188.

13. Regarding claim 12, Raveis does not explicitly show the aggregation of selected records into a group for further processing actions, it is disclosed in Witek et al. (see col. 12 lines 10-48). It would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's management of real estate transaction and Witek's search method. One would be motivated to aggregate the selected record into a group for further processing action in order to accelerate and simplify the search of real estate, as taught by Witek's.

14. Claim 27 is rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis, Jr. U.S. Patent No. 6,321,202 in view of "InterNet" and further in view of Official notice.

15. Regarding claim 27, Raveis does not specifically teach exchanging listing of inventory data record between a host and a third-party listing database. Official notice is taken that is old and well known in the art of Internet to provide service to a third-party. One would be motivated to use already existing service maintained by a third-party in order to save money.

16. Regarding claim 28, Raveis teaches receiving and storing data relating to buyers, however does not explicitly show the information being used to form a buyer profile. Official notice is taken that is old and well known in the art of database to store user profile. It would have been obvious to one of ordinary skill in the art to use the data collected by Raveis to create

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user profile, since the use of profile does not require user to enter the data again, which saves time.

17. Claim 26 is rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis, Jr. U.S. Patent No. 6,321,202 in view of "Internest" and further in view of Witek et al. U.S. Patent No. 6,253,188.

Regarding claim 26, Raveis does not explicitly show the aggregation of selected records into a group for further processing actions, it is disclosed in Witek et al. (see col. 12 lines 10-48). It would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's management of real estate transaction and Witek's search method. One would be motivated to aggregate the selected record into a group for further processing action in order to accelerate and simplify the search of real estate, as taught by Witek's. Raveis teaches the database including a survey questions, survey responses etc. (see col. 7 lines 2-19 and col. 14 lines 8-12), but does not explicitly show the host capturing an evaluation of toured property. It would have been obvious to one of ordinary skill in the art to include in the survey question and responses of Raveis in order to find out whether a potential buyer is interested in the property.

Allowable Subject Matter

18. Claim 19 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

Conclusion

19. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

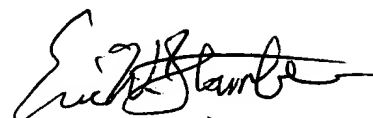
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yehdega Retta whose telephone number is (703) 305-0436. The examiner can normally be reached on 7:30-4:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on (703) 305-8469. The fax phone numbers for the organization where this application or proceeding is assigned are (703) 872-9326 for regular communications and (703) 872-9327 for After Final communications.

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Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

YR
September 17, 2002

A handwritten signature in black ink, appearing to read "Eric W. Stamber", with a stylized flourish at the end.

ERIC W. STAMBER
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600